

# West Bengal State Rural Development Agency

## Office of the Superintending Engineer

Rural Road Network Management Unit (RRNMU), Malda Zone

Panchayats and Rural Development Department

RRNMU Building, 2<sup>nd</sup> Floor, 6/2, Plot No- 3339, Ward No-2, P.S. - English Bazar

P.O.-Mokdumpur, District-Malda, Pin-732103, West Bengal

Email: [serrnmumalda@gmail.com](mailto:serrnmumalda@gmail.com)

Memo No- 517/RRNMU/MALDA/23

Dated: 07/12/2023

### NOTICE INVITING PRE-QUALIFICATION - CUM – TENDER (TWO COVER SYSTEM) FOR POST FIVE YEARS MAINTENANCE WORK (E-Procurement)

**Notice Inviting e-Tender No: 22/POST/DD/SE/RRNMU/MALDA/2023-24 [1<sup>st</sup> Call]  
OF THE SUPERINTENDING ENGINEER, RRNMU, MALDA ZONE Date-07/12/2023**

For and on behalf of Panchayats and Rural Development Department, Govt. of West Bengal, the Superintending Engineer RRNMU, Malda Zone invites **E-Tender in percentage rates for each of the following Maintenance works by two cover system. Resourceful and Bona-fide contractors of Government / Semi Government/ Undertaking/ Autonomous Bodies / Statuary Bodies and Local Bodies** who satisfy the terms and conditions set out in pre-qualification document and having registration in e-procurement portal ([www.wbtenders.gov.in](http://www.wbtenders.gov.in)) under Govt. of West Bengal **may submit their bids. The intending contractors must have completed at least one work of similar nature in a single contract as a prime contractor within last five years** from the date of issue of this NIT, **value of which is not less than 40% of the amount put to tender.** The pre-qualification documents are to be uploaded in two separate folders. One of the folders shall contain Technical documents. Financial Bids are to be uploaded in another folder. The Tenders shall be available for viewing in our website [www.wbtenders.gov.in](http://www.wbtenders.gov.in)

**Table- 1: List of Works**

Sl. No.	District	Package No.	Name of the road under Administrative Block	Estimated Cost put to Tender	Earnest Money/Bid Security	Cost of Bid Document	Completion Time (Months)	Defect liability Period
1	Dakshin Dinajpur	WB-18- ADB25	Post Five Years Maintenance work of the road from Salas to Jaminipara under Tapan Block (Length of the road 7.028 Km).	₹ 1,00,19,966.00	₹ 2,00,399.00	₹ 5000.00 (for Two Sets) for formal agreement cost with L1 bidder.	4 (Four) Months	2 (Two) years
2	Dakshin Dinajpur	WB-18-260	Post Five Years Maintenance work of the road from Dangarhat to Jakirpur under Kumarganj Block (Length of the road 10.82 Km).	₹ 1,65,55,031.00	₹ 3,31,101.00	₹ 5000.00 (for Two Sets) for formal agreement cost with L1 bidder.	4 (Four) Months	2 (Two) years

- Intending bidders may download tender documents from e-procurement portal of our website: [www.wbtenders.gov.in](http://www.wbtenders.gov.in) **from 08/12/2023 at 11:00 Hours to 02/01/2024 (upto 17:00 Hours).** The pre-qualification bid documents duly filled and digitally signed in all respect may be submitted online before **17:00 hrs (as per server clock) on 02/01/2024.**
- Tender Inviting Authority will not take any responsibility for the delay caused due to non-availability of internet connection or traffic jam etc. for on-line bidding.
- **Earnest Money/Bid Security:** Earnest Money/Cost of Bid Security should be deposited electronically by the bidder: online – through his net banking enabled bank account, maintained at any bank or: offline – through any bank by generating NEFT/ RTGS Challan from the e-tendering portal [<http://www.wbtenders.gov.in>].

Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site. The package number, Nie-T No., SI No., Package no and UTR number should be clearly mentioned on the deposit challan. Payment made otherwise will be rejected.

- **Cost of Bid Documents:** Rs 5,000.00 only (for Two Sets) for formal agreement the L1 bidder amount should be deposited in Demand Draft Payable to at **Dakshin Dinaipur District** in favour of **“Executive Engineer, WBSRDA, Dakshin Dinaipur Division”**
- The pre-qualification (Technical Bids) documents will be opened on **04/01/2024 at 17:00 Hours** by the authorized officers.
- Tender Inviting authority reserves the right to call for original document for verification from successful bidder(s) only in case of exceptional circumstances.
- The results of the technical evaluation shall be made public on e-procurement systems following which there will be a period of **02 (Two) working days** during which any bidder may submit **Complaint** which shall be considered for resolution before opening the financial bid.
- The Financial bid of the technically qualified bidders will be opened for evaluation and the financial bid of non-qualified bidders will remain unopened. No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line only.
- Tender Inviting authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any point of time prior to the issuance of work order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the authority's action.
- Acceptance of Tender (AOT) / LOA will be issued after approval of competent authority.
- GST, Cess, Taxes and Duties if any at applicable rates will be deducted from the bill of the contractor.
- **L1 bidder to submit Rs. 5000.00 only (for Two Sets) for formal agreement cost at Executive Engineer office to Execute the formal agreement.**
- **Additional Performance Security in Road Projects**
  - The Additional Performance Security shall be obtained from successful bidder, if the accepted bid value is more than or equal to 20% less than the estimated amount put to tender, vide order no 4608-F(Y) dated 18-07-2018 of finance dept. Govt. of West Bengal.
- **The Security Deposit** money of successful bidders will be released after expiry of **defect liability period** as from the actual date of completion of the work.
 

Any damages occurred during defect liability period will have to be done by the contractor at his own cost.

**The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover (Contractor all Risk Insurance) from the start date of work to the end date of Defects Liability Period.**
- The intending Bidders should satisfy himself about the alignment of the proposed road site and other site condition before quoting their rates.

**A) The eligibility criteria are given below:**

1. The applicant in the same name and style should have achieved annual turnover in any of the year over the last five years (excluding current FY) (50% of which is from civil engineering construction works and equivalent and to be supported by payment certificates).
  - a) 60% of amount put to bid, in case the amount put to bid is Rs.200 lakhs and less.
  - b) 75% of amount put to bid, in case the amount put to bid is more than Rs. 200 lakhs.
2. The applicant in the same name and style as prime contractor should have successfully completed at least one contract of same type of work at least 40% value of the proposed contract within the last 5 years from date of Publication of this NIT.
3. The contractor should have sufficient technical manpower, tools and plants as mentioned in ITB to complete the work.
4. The prime contractor should have necessary bid capacity to execute the work.
5. Financial statements for the last 05 (Five) years (Audited).
6. Income Tax return should be submitted for last 5 years.
7. GST registration Certificate, Professional Tax registration certificate, Pan Card (Income Tax), Trade license should be furnished.
8. Joint venture will not be allowed.
9. Proposal for sub-contracting is not allowed.
10. No CONDITIONAL/INCOMPLETE TENDER will be accepted under any circumstances.
11. The bid of Any Black listed agency will not be accepted.
12. Arbitration will not be allowed in any case.

13. Prospective applicants are advised to note carefully the **documents to be uploaded** for qualification as mentioned in the “Instruction to Bidder” before bidding.

The amount of **earnest money** is 2% of the estimated cost put to tender.

All duties, GST, taxes, royalties, cess, [including 1% cess under W.B. Road/Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996], toll, taxes and other levies payable by the Contractor under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder.

To keep the constructed road/building in good condition during the Defect Liability period after the completion of the construction if any work is required for routine maintenance, the same will be treated as defect liability and the Contractor has to do the maintenance work at his own cost.

**B) List of Important Dates of Bids :-**

Sl No.	Particulars		Date	Time
1	Published Date		08/12/2023	11:00 Hrs (as per Server Clock)
2	Documents Download / Sale Start Date	From	08/12/2023	11:00 Hrs (as per Server Clock)
3	Documents Download / Sale End Date	Upto	02/01/2024	17:00 Hrs (as per Server Clock)
4	Bid Submission Start Date	From	08/12/2023	11:00 Hrs (as per Server Clock)
5	Bid Submission End Date	Upto	02/01/2024	17:00 Hrs (as per Server Clock)
6	Bid Opening Date (Technical)		04/01/2024	17:00 Hrs (as per Server Clock)
7	Bid Opening Date (Financial)		After Evaluation of Technical Bid	
8	Place of Opening Bid	Office of the Superintending Engineer, RRNMU, Malda Zone, RRNMU Building, 2 <sup>nd</sup> Floor, 6/2, Plot No- 3339, Ward No-2, P.S. - English Bazar, P.O.-Mokdumpur, District-Malda, Pin-732103, West Bengal		
9	Officer Inviting Bid	Superintending Engineer, RRNMU, Malda Zone		
10	Last Date of Bid Validity	120 days from the date of opening		

No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line. No individual intimation will be given.

**Instructions to Bidders (ITB)**

**A. Scanned copies of the following documents to be up-loaded in PDF format in e-portal website <https://www.wbtenders.gov.in>**

- Copy of Earnest money deposit challan with clearly written UTR/Txn number.
- GST registration certificate (GSTIN).
- Pan card (IT).
- Trade license (latest valid).
- Income tax return for last 5 years.
- Professional Tax registration certificate.
- Valid Registration Certificate with EPF Organization under EPF and Misc. Provision Act 1952.
- Financial statement and Balance sheet of last 5 years (Audited if applicable). UDIN should be mentioned if applicable (**UDIN to be mentioned at least for the FY which will be considered for qualification in turnover and Bid capacity calculation**) for all reports submitted beyond 1st July 2019.
- Payment certificates (Signed by Competent Authority) to be uploaded in support of Turnover. Form 26As will also to be considered for determination of Turnover and Bid capacity calculation subject to verification by the Department in presence of the bidder/his representative. The turnover will be indexed at the rate of 8 percent simple interest for a year.
- Credentials for successful completion (certificates from the officer not below the rank of Executive Engineer / or equivalent) of at least one contract of same type of work in the same name and style as prime contractor having a magnitude of at least **40% of the amount put to tender** of the proposed contract within the last 5 years from the date of publication of this NIT.
- List of machineries possessed by own/arranged through lease deed along with authenticated copy of invoice/challan as per ITB.
- List of ongoing works in hand and the Physical and financial progress of those works as per **Annexure-C**.
- Scanned copy of Bid Capacity calculation in his/her own letter head. (Calculation to be done as prescribed **annexure -B**).
- Necessary Laboratory equipment leased or own along with authenticated copy of invoice/challan as per ITB.

15. Tender form and NIT with all addendum and corrigendum to be uploaded will be (download and digitally signed. Quoting rate will only encrypted in the B.O.Q under financial bid. In case quoting any rate in printed tender form, the tender will be summarily rejected).
16. Special terms and conditions and specifications of work.
17. Partnership firm shall furnish **partnership deed** and company shall furnish the Article of Association and Memorandum.
18. The registered cooperative societies should submit the registration certificate.
19. Power of attorney (in case of Partnership firm /Registered Co-Operative Society/company) to be uploaded.
20. Details of the technical personnel proposed to be employed for the Contract having the qualifications as per ITB. Qualification Certificate and appointment letter of the technical personnel to be uploaded. **No part time employment will be allowed.**
21. Bank Credit Certificate of 10% of the Amount put to tender should be provided as per format. (Format Attached as **annexure D**).
22. Affidavit regarding non employment of any Government official under him, deployment of machineries, technical personnel, correctness of certificates, and investment of minimum cash up to 30% of estimated cost. As per **annexure-A**.
23. Letter head of the agency/contractor containing Name addresses and contact details. During the currency of the project and after completion if the address of the agency/contractor changes, it will be the responsibility of the contractor to intimate the authority regarding such changes.
24. Work program in terms of bar chart to be submitted.
25. Vide order no. 815-F(Y) dated 23<sup>rd</sup> February, 2023 of Finance Department, "The Labour Co-operative Society" are exempted from depositing of Earnest Money Deposit (EMD).
26. Vide order no. 6417-F(Y) dated 26<sup>th</sup> August, 2015 of Finance Department, "State Government Enterprises" are exempted from depositing of Earnest Money Deposit (EMD).
27. BIDDER INFORMATION FORM (BIF) duly filled should be uploaded.
28. Others (if any).

**B. Bare Minimum requirements of machineries for road construction works is as follows.**

This list is only indicative. The bidder shall have to arrange for every necessary machineries, tools & plants for the intended job.

Sl. No.	Name of Machineries	Required Minimum number (For work value up to Rs 5.00 Cr.)	Required Minimum number (For work value greater than Rs 5.00 cr.)
1	Light-Duty Mobile HMP with separate heating & mixing drum	1	1
2	Smooth Wheeled Roller (8-10 Tone).	1	2
3	Concrete Mixer	1	1

**C. Bare Minimum requirements of laboratory equipments for road construction works is as follows.** Contractor has to set up field laboratory at his own cost. He has to arrange all necessary Laboratory Equipment as and when necessary. The indicative list of Lab instruments are as follows. The agency has to arrange the instruments required if any as per direction of Engineer In Charge.

Sl.No	Name of Equipment	Quantity
1	Bitumen Extractor	1
2	IS Sieve Sets	1
3	Digital Balance	1
4	Sand Replacement test set	1

**D. The Number of Technical personnel, Qualifications and Experience will be as follows:**  
The Technical Personnel are:

Sl no	Technical Personnel	No required	Remarks
1	Degree holder in Civil Engineering / Diploma holder in Civil engineering with 5 years experience	1	For work value more than 50 Lacs Degree holder required
2	B.sc Degree holder for Lab and supervisory work	1	

**E. Other instructions**

- Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees up to **two decimal places**.
- No Mobilization Advance and Advance against purchase of equipments will be paid for the work
- No Advance of any kind will be paid for the work under any circumstances

- Under no circumstances Escalation in prices in materials, labour charges, cost of P.O.L. & arbitration will be entertained.
- The Employer requires the bidders / Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
- There will be no price preference to any bidder.
- No interest claim will be admissible during refund of earnest money and security deposit.
- Uploaded documents of valid successful bidders may be verified with the original in due course. The valid successful bidders have to show the originals to the concerned authority as and when required.
- Any bill (running account/final) payment of proposed executed work may be made to Agency as per availability of fund.
- Bid of any Black listed bidder will be rejected.
- The engaged contractor will have to get registered under BOCW (RECS) act and shall have to contribute towards " The West Bengal Building and other Construction Workers' welfare fund" @ 1% (One percent) of the gross amount of the work by way of deduction from Running and /or final bill.
- **Earnest Money & Security Deposit:** The Earnest Money (2% of amount put to tender) will be released to L1 bidder / contractor subject to submission of Performance Security (P. S.) (2.5 % of Tendered Amount ) acceptable to the Employer (Executive Engineer concerned) in the form of an unconditional Bank Guarantee or Fixed Deposit Receipt in favour of Executive Engineer concerned from a scheduled Commercial bank. The remaining 7.5% / 0.5% ( as per current order enforced till 31.03.2023) S.D. Money will be deducted from running account (R.A.) bills, so that the total amount of S.D/P.S. will become 10% (Ten Percent) / 3% (Three Percent) of the Contract Price, retained at the end the Employer at the time of settlement of Final Accounts on completion of Construction.
- **The Security Deposit / Performance security will be released to the contractor after successful completion of DLP.**
- Time allowed for completion of work will be measured from the date of issue of work order
- If any erroneous printing found after agreement or any time in the SOQ (Schedule of Quantity) Quantity or Rate, the Tender Inviting authority reserve the rights to correct the same as per approved original estimate.
- Bidding documents (NIT and SBD) is to be uploaded by the bidder. The bidder has to only agree/ disagree on the conditions in the bidding document. The bidders who disagree on the conditions of bidding document cannot participate in the tender and his /their bid will be treated as informal.
- ***Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:***
  - (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).
  - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
  - (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.
- Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as per **annexure -B:**
- The successful bidder shall have to abide by all the labour related and other rules , regulations and laws of the land and the Tender Inviting Authority in no way shall be held responsible for financial or any other consequences arising out of non his noncompliance of the same.
- **Intending Bidder should read carefully read the CI No 41 of GCC regarding the suspension and debarment policy before participating the tender.**
- **Tax Invoice needs to be issued by the agency**/contractor for raising claim showing separately the tax charged in accordance with the provisions of GST Act, 2017.
- The Contractor at his cost shall provide, in the joint names of the Employer (Executive Engineer) and the Contractor, insurance cover (**Contractor All Risk Insurance, CAR**) of the Work from the start date of work to the end date of defect Liability Period (DLP).
- **Priority of Documents:** The documents forming the contract are to be taken as mutually explanatory of one another. For purpose of interpretation, the priority of the documents shall be in accordance with the following sequence.
  - a. Notice to Proceed with the works;
  - b. Letter of acceptance;
  - c. Notice Inviting Tender
  - d. Special Conditions of Contract and General Conditions of Contract
  - e. Specifications;
  - f. Drawings;

- g. Bill of Quantities; and
- h. Any other document listed in the Contract Data as forming part of the Contract.



**Superintending Engineer  
RRNMU, Malda Zone  
Panchayat and Rural Development Department  
Government of West Bengal**

**Memo No: 517/1(11)/RRNMU/MALDA/23**

**Dated: 07/12/2023**

Copy forwarded for kind information and wide publication to:-

1. The Sabhadhipati, Dakshin Dinajpur Zilla Parishad.
2. Sri Sekhar Sen, Additional Secretary to the Govt. of West Bengal, P&RD Dept.(HQ).
3. The Chief Engineer, P&RD Dept.(HQ).
4. The Financial Advisor, Govt. of West Bengal, P&RD Dept (HQ).
5. The Superintending Engineer, P&RD Deptt., Maintenance cell.
6. The District Magistrate, Dakshin Dinajpur District & Executive officer, Dakshin Dinajpur Zilla Parishad.
7. The Additional Executive Officer, Dakshin Dinajpur Zilla Parishad.
8. The Executive Engineer, WBSRDA, Dakshin Dinajpur Division.
9. The District Engineer, Dakshin Dinajpur Zilla Parishad.
10. The District Information and Cultural Officer, Dakshin Dinajpur District.
11. Office Notice Board.



**Superintending Engineer  
RRNMU, Malda Zone  
Panchayat and Rural Development Department  
Government of West Bengal**

**ANNEXURE-A**

**SAMPLE FORMAT OF AFFIDAVIT**

I, Sri....., S/o Sri.....aged.....years, Residing at.....Proprietor/Partner/Director of.....,do hereby solemnly affirm and declare in connection with Construction of road from .....is as follows :

1. That I, the undersigned do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. That the undersigned also hereby verifies that neither any near relations of DE/EE/SE/AE/JE of the department nor any retired gazetted officers are in our employment.
3. The undersigned would authorize and request any bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the department to verify this statement.
4. The undersigned understands and agrees that the bid shall remain open for Acceptance 120 days from the date of opening of financial bid.
5. The undersigned agrees to invest 30% of the contract price of works by cash during the implementation of the works.
6. The undersigned agrees to authorize the authority to seek references from the bankers of the undersigned.
7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in-Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
8. We would establish a site laboratory with minimum testing equipments/ apparatus to conduct the various tests on soil, aggregates and cement, concrete to maintain the quality at site. We will upkeep the laboratory set-up in good condition of the project.
9. We would deploy at site all necessary technical personnel for efficient contract management and supervision of works with a view to achieving best quality of works at site.
10. We would carry out all necessary tests of all major items at frequency spelled out in the contract document to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
11. Any departure whatsoever in any form will be considered as breach of contract. In such situation the department at his liberty may withhold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, Departmental decision will be final and binding.
12. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.
13. "I further declare solemnly that at any stage of tender process or during the currency of the project work if the above parameters are found to be false or forged or not genuine then my EMD/Security Deposit /Performance Security Deposit, if any, will be forfeited to Government Account. I further declare that I am aware of initiation of any proceedings as per provisions in Law"

### **ANNEXURE-B**

$$\text{Assessed Available Bid capacity} = (A * N * M - B)$$

Where,

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent simple interest a year) taking into account the completed as well as works in progress.

N = 1, if Completion time is more than 6 months, N=0.5 if completion time is less than equal to six months.

M = 3

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

### **ANNEXURE-C**

Information on Bid Capacity.

#### ***a) Existing commitments and on-going works***

Description of Work	Place & State	Contract No & date	Name of Address of employer	Value of contract (Rs. In Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs.Lakhs)*	Anticipated date of Completion
1	2	3	4	5	6	7	8

**N.B : Suppression of any fact regarding work-in-hand will be liable for non-responsive of bid.**



**ANNEXURE-D**

**SAMPLE FORMAT FOR BANK CREDIT CERTIFICATE  
(BANK LETTER HEAD WITH ADRESS)**

**BANK CERTIFICATE**

This is to certify that ----- is a reputed company with a good financial standing. If the contract for the work, namely, \_\_\_\_\_ (Tender No. & Name of work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager \_\_\_\_\_  
Name of the senior Bank Manager \_\_\_\_\_  
Address of the Bank -----

Stamp of the Bank

**Note: Certificate should be on the letterhead of the bank and phone, fax and e-mail address should be written clearly & not older than 03 Months.**

**ANNEXURE-E**

**BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

To  
The Executive Engineer

-----  
-----

	Account Details
Account Name	
Beneficiary Bank Account No	
IFSC Code	
MICR Code	
Branch Address	

WHEREAS ..... [NAME AND ADDRESS OF CONTRACTOR] (here after called “The Contractor”) has undertaken , in pursuance of to execute..... (hereinafter called “The Contract”).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum specified therein for ‘ADDITIONAL PERFORMANCE SECURITY DEPOSIT’ for compliance with his obligation in accordance with the Contract.

AND WHEREAS we ..... (indicate the name of the bank branch ) have agreed to give the contractor such a Bank Guarantee.

NOW THEREFORE we ..... (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the contractor , up-to a total of Rs..... [amount of guarantee].....(in words). We undertaken to pay you, upon your first written demand and without cavil or argument, a sum within the ,limits of

[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein to the above beneficiary bank account.

We .....(indicate the name of the bank & branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We .....(indicate the name of the bank & branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present guarantee is absolute and unequivocal.

The payment / so make by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

We ..... (indicate the name of the bank & branch) further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents, which may be made between you and the contractor, shall, in anyway, release us from any liability under this guarantee and we hereby waive notice of any such change , addition or modification.

We, ..... (indicate the name of the bank & branch) also undertake not to revoke this guarantee except with your prior written consent.

The Guarantee shall be valid up to ..... It comes into force with immediate effect and shall remain in force and valid for a period of ..... (Construction period claim period of six months).

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ....(Rs.....) and unless a claim in writing is lodged with us within the validity period of this Guarantee, i.e. up to ..... , all our liabilities under this Guarantee shall cease to exist.

Signed and Sealed this ..... day of 20.....at

SIGNED, SEALD AND DELIVERED

For and on behalf of the BANK by

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES :The bank guarantee should contain the name, designation and code number of the officer (s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

.....END.....